

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES *	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-W-04-015		3. EFFECTIVE DATE 2/5/2004		4. REQUISITION/PURCHASE REQUEST PROJECT NO. PR-HQ-03-10806			
5. ISSUED BY		CODE		6. ADMINISTERED BY (if other than Item 5)		CODE	
Environmental Protection Agency National Procurement Service Center (3803R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460							
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)				8. DELIVERY			
SYSTEMS RESEARCH AND APPLICATIONS CORPORATION 4300 FAIR LAKES COURT Fairfax, VA 22033				<input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				N/A			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) To THE ADDRESS SHOWN IN:		ITEM	
CODE				FACILITY CODE		12	
11. SHIP TO MARK FOR		CODE		12. PAYMENT WILL BE MADE BY		CODE	
If applicable, see Section B of the schedule.				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				14. ACCOUNTING AND APPROPRIATION DATA			
<input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				See Accounting and Appropriation data in Section B			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
15G. TOTAL AMOUNT OF CONTRACT						s0.00	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your			
to sign this document and return _____ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following document: (a) this award/contract. (b) solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
				JENNIFER T. JOHNSON			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____				BY _____			
(Signature of person authorized to sign)				(Signature of Contracting Officer)			
NSN 7540-01-152-8069 PREVIOUS EDITION UNUSABLE				26-107		STANDARD FORM 26 (REV 4-85) Prescribed by GSA FAR (48 CFR) 53.214(a)	

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

P

	APPR		PROGRAM	SITE/	COST	OBJ		/
DCN	BFYS	NUMBER	ORG	ELEMENT	PROJECT	ORG	CLSS	AMOUNT
								C

THIS AWARD IS SUBJECT TO THE AVAILABILITY OF FUNDS.

Section B-1 containing confidential business information has been removed from this copy.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the Project Officer (PO) or Task Order Project Officer (TOPO). The Government shall pay the Contractor for the life of a Task Order at rates in effect when the Task Order was issued, even if performance under the Task Order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$50,000.00. The amount of all orders in the base period shall not exceed \$24,219,380.00. There is only one minimum for the entire contract period. There is not a stated minimum for each contract period.

B.3 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

Direct costs in excess of the following amounts are not allowable as a charge to this contract without the prior written approval of the Contracting Officer and a modification to the contract to increase the "Other Direct Costs" amount specified below:

Period	Item	Amount
Base Period	Other Direct Costs	\$7,000,000.00
Option Period I	Other Direct Costs	\$8,000,000.00
Option Period II	Other Direct Costs	\$4,300,000.00

1. Other direct costs (ODCs) which are required for performance of the Task Order will be reimbursed by EPA, subject to prior approval by the CO. These ODCs are for non-administrative functions under the contract. A line item for Other Direct Costs will appear in each Task Order budget for which such costs are expected to be incurred.

Cumulatively, those authorized costs are limited to the maximum dollar ceiling as specified above for the life of the contract.

2. Other Direct Costs may include: long distance travel and per diem costs; long distance telephone charges; training contractor staff on EPA specific requirements the contractor would not normally be proficient in; material; computer usage time; audio-visual equipment; office space, conference rooms; supplies other than those office consumables required for the normal conduct of business; photocopying; and other miscellaneous costs.

3. The contractor shall not be paid for travel for contractor personnel who reside in the metropolitan area in which the tasks are being performed. For travel costs/personnel transportation other than those described in the aforementioned sentence, the contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of services under the contract and is authorized by the Ordering Officer via each individual Task Order, subject to any limitation herein.

4. Allowable travel costs shall be determined in accordance with FAR 31.205-46 Travel Cost and the applicable Federal Travel Regulations. When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis. This mileage rate **shall not** exceed the applicable Government transportation rate as contained in the Joint Travel Regulations (JTR), in effect at the time of travel. Travel shall be reimbursed only when records are available to substantiate travel expenses claimed hereunder. Travel will be set out in each Task Order on the basis of workdays. Relocation costs and travel costs incidental to relocation are not allowable and will not be reimbursable.

5. Per diem shall not be paid on services performed:

(a) at the contractor's main facility, or any other contractor-facility where work is required to be performed under this contract; nor

(b) at any location within fifty (50) mile radius of any contractor-facility where work is required to be performed under this contract.

6. Expenses for lodging and subsistence shall be reimbursed to the extent that an overnight stay is necessary and authorized by the Project Officer for performance of services ordered under this contract, at the applicable per diem rate authorized by the Federal Travel Regulations and in effect at the time of stay.

7. Relocation costs and travel costs incident to relocation are not allowable and shall not be reimbursed. Costs for company administrative travel or contract travel are not allowable and shall not be reimbursed under this contract.

8. To the maximum extent practicable consistent with travel requirements, the Contractor agrees to use the reduced air transportation and hotel/motel rates and services provided through available Government discount air fares and lodging rates for bona fide employees' travel that is otherwise reimbursable as a direct cost pursuant to this contract when use of such rates results in the lowest overall cost. The Contractor shall submit the request, including pertinent information, for specific authorization to use these rates to the Contracting Officer. (See attachment #3).

Section B - 1 containing confidential business information on pages B-1 through B-6 of 8 has been removed from this copy.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.

14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications set forth below.

The Contractor shall perform work under this contract only as directed in Task Orders issued by the Contracting Officer.

STATEMENT OF WORK

Task 1: CONTRACTOR'S MANAGEMENT SYSTEMS

Historically, previous contracts have been very complex, involving hundreds of Task Orders, some with multiple cases or projects assigned to them. In addition, previous contracts have been heavily subcontracted because of EPA's needs for a wide variety of dispute resolution professionals in widely distributed geographic and technically specialized areas. EPA is also aware that the fields of alternative dispute resolution and public involvement are typified by many small firms or sole practitioners, creating consistency and communication challenges.

Costs of operating the systems below shall be assignable to specific Task orders. There is no funding for development of elaborate EPA management systems or new service provider roster systems.

The Contractor shall administer and maintain:

A. As a part of the normal record keeping, cost tracking and invoicing system, a comprehensive status, deliverable and cost tracking mechanism(s) or system(s) capable of tracking each Task Order and each project and sub-project assigned to a Task Order. The tracking system(s) shall be available to the EPA Contract Officer, Project Officer and Task Order Project Officers.

B. Comprehensive methodology for expeditiously identifying, matching, selecting and managing facilitators, mediators and other dispute resolution professionals for cases. The system shall be responsive to the needs of EPA and outside parties in identifying a recommended individual or a slate of potential individuals and assisting the parties in selecting a dispute resolution professional or team with adequate skills, knowledge and experience in the process and substantive issues described in a

particular task order and for responding to such needs as geographic location, foreign language ability, and cultural sensitivities.

Existing sources of names and information regarding qualifications of facilitators, mediators and other dispute resolution professionals known to EPA include the National Roster of Environmental Dispute Resolution Professionals (<www.ecr.gov>), the Conflict Prevention Resolution Institute of Dispute Resolution, Martindale Hubbell Dispute Resolution Directory, the American Arbitration Association and the membership directories of the Association for Conflict Resolution and the International Association of Public Participation.

C. The contractor shall administer and maintain a system for contract administration/program administration, evaluation, oversight and quality assurance mechanism for services performed under each task order to ensure that EPA project managers receive the highest quality services at all times.

D. The Contract Administrator(s)/Program Administrator's primary responsibilities should include contact with EPA contracting and project officer staff, selection and oversight of dispute resolution service providers for individual task orders, oversight of tracking, invoicing and quality control evaluative aspects of this contract. The Contract Administrator(s)/Program Administrator(s) should have sufficient knowledge of ADR so as to be able to identify, select, manage and evaluate service providers and should have sufficient knowledge of Federal contracting regulations and practices to manage the contractual relationship efficiently (Refer to Labor Categories description).

Task 2: DESIGN AND CONDUCT OF ADR FOR AGREEMENT SEEKING PROCESSES

A. Design and Conduct of ADR for Agreement Seeking Processes - National Policy and Regulatory Issues

Agreement seeking processes conducted at the national program level such as regulatory negotiations and policy dialogues occur in three fairly distinct phases. The first stage is an evaluation of the feasibility and advisability of conducting the negotiation or dialogue also known as a convening assessment or conflict assessment. The second stage is actually conducting the negotiation/dialogue. The third and final stage is evaluating the negotiation/dialogue. While these phases also characterize ADR conducted at the site level, ADR processes conducted at the national level typically are more labor intensive and may last longer.

The Contractor shall assist in convening and facilitating or mediating agreement seeking processes such as regulatory negotiations, policy dialogues, advisory committees, other long term consultative processes. The level of effort expended in convening, facilitating or mediating a case will be in proportion to the scope and intensity of the proposed agreement seeking process. In the case of

Regulatory Negotiations, the processes described in the Negotiated Rulemaking Act of 1996 will be followed.

Tasks performed by the contractor may include but are not limited to:

Phase 1 - Conflict Assessment

- Selecting an appropriate dispute resolution professional or team, taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular ADR procedure and any other selection criteria that may be specified in the Task Order. The contractor may, if requested, conduct an initial process with all parties to gather information on the parties' views on appropriate qualifications of the dispute resolution professional. The contractor shall discuss potential areas of conflict of interest with EPA and other parties. Selection of the dispute resolution professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator, and, if appropriate and timely, the parties to the dispute. This may also include co-facilitation or co-mediation with qualified EPA or federal government staff in convening, facilitation or mediation of a case.
- Meeting with EPA PO, TOPO, and program office coordinator to discuss in greater detail the procedural and technical issues.
- Assisting the EPA PO, TOPO and program office coordinator in developing a list of potential participants and identifying a tentative set of issues to be addressed.
- With EPA PO, TOPO, and program office staff consultation, preparing and distributing background information on procedural and technical aspects and issues to potential participants in a dialogue or negotiation under exploration.
- Contacting potential parties to discuss their possible participation in a particular negotiation or other consultative process. Best conflict assessment practices shall be used in conducting this phase of the convening or conflict assessment. The dispute resolution professional shall discuss the opinions, positions and needs of each party with regard to the issues involved, and both the procedural and substantive technical aspects of the process. The dispute resolution professional shall ask the parties to suggest additional groups that should be contacted to ensure that the candidate pool for participation is comprehensive. The dispute resolution professional shall ask the parties to identify the issues that should be covered in the chosen consultative process, definitions of measures of a successful process and other parties necessary to the success of the process. The dispute resolution professional shall consult with the parties with regard to the experience, skills and abilities of an acceptable dispute resolution professional for

the process and suggestions as to ground rules.

- If initial interviews with the key participants reveal that a consultative process (e.g. regulatory negotiation, policy dialogue, workshop series) is not feasible, the contractor shall notify the EPA contacts, explain the difficulties (e.g., lack of interest, unequivocal opposition of a key party, disagreement about the nature of the problem, wrong forum or process, etc.), propose any other useful alternatives suggested by the parties or judged by the contractor to be potentially productive and await EPA's decision on whether to proceed to interview all potential participants.
- Providing regular oral or email reports to the TOPO and the program office contact on the general progress of the convening effort, and/or participating in Agency briefings as requested to provide information on the progress of the convening effort.
- If a meeting appears appropriate to the EPA PO, TOPO and program office contact and the parties, contacting potential participants to arrange scoping or organizational meetings and presiding, along with EPA personnel, at any scoping or organizational meetings. The primary purpose of a scoping meeting shall be to make a preliminary determination if the parties are interested in the process. The primary purpose of an organizational meeting shall be to determine if negotiations or a dialogue should proceed, and if so, to determine the appropriate parties, set the discussion agenda and timetable for subsequent meetings and to answer any remaining questions regarding the process.
- Handling all logistics of arranging meetings for participants. This includes scheduling, arranging facilities, notifying participants, and providing advance materials.
- Preparing draft summaries or minutes of each meeting and distributing them to the participants for their approval, and distributing final summaries or minutes after comments have been reviewed and incorporated.
- Providing a convening report to the EPA PO, TOPO, and program office coordinator which summarizes the results of convening discussions including such things as discussions of the chances of a successful regulatory negotiation (policy dialogue, workshop series), recommendations of potential parties at the table, discussion of issues which will bring parties to the table, and issues which the parties cannot agree to negotiate. Discussions should utilize as a guideline EPA's Selection Criteria for Regulatory Negotiations.
- If an agreement seeking process appears to be feasible, propose a design in the convening report for the process including such things as number, length, location and frequency of

meetings, discussion of the attributes of an acceptable dispute resolution professional, recommendation of potential participants whom EPA should invite, information or research necessary prior to or during the negotiation (dialogue, workshop series), estimated resources (EPA and facilitation) recommended for the success of the negotiation (dialogue, workshop series), discussion of measures of success and plan for post-negotiation evaluation.

If the convening report concludes that a consultative process is feasible and EPA decides to proceed:

- Providing assistance in identifying and selecting the appropriate dispute resolution professional or team for the process taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular ADR procedure and any other selection criteria that may be specified by the parties, in the conflict assessment or in the Task Order. Often, the dispute resolution professional who conducted the convening or conflict assessment is acceptable to the parties to continue as the mediator or facilitator of the process. The contractor and the CPRC shall determine if this is so prior to proceeding with negotiations. If the convener is not acceptable, withdraws or cannot continue with the case, the contractor shall consult with CPRC staff, the PO, the TOPO, the program office contact and the parties about the appropriate criteria for selecting a facilitator or mediator for the process. Selection of the dispute resolution professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator, and, if appropriate, the parties to the dispute. This may also include co-facilitation or co-mediation with qualified EPA or federal government staff in convening, facilitation or mediation of a case.
- Providing assistance/support of the convener (if different than the facilitator/mediator) by drawing on the rapport established in the convening phase. This support may include sharing with the facilitator all relevant perceptions, concerns and other details gathered during the convening phase which are not protected by confidentiality.
- Working with EPA to define roles and responsibilities of all participants in the process including chair persons, designated federal officials, and management.
- Assisting EPA in contacting potential parties to obtain commitments to participate in the negotiation (dialogue, workshop series).
- Proposing tentative ground rules or operating procedures for participants, and fixing a timetable for phases of work in facilitated dialogues and negotiations.
- Arranging an initial organizational meeting (if it has not already occurred) of the parties to discuss the issues involved in revising the regulation (policy etc.), to get public commitments to

go forward from each of the parties, and to discuss ground rules for the process. Providing meeting management support for this initial meeting, including such activities as meeting arrangements and recording of minutes.

- Providing assistance and materials in conducting an orientation or training for committee members in team-building exercises, consensus-building processes, negotiated rulemaking procedures prior to the negotiation (dialogue, workshop series).

Phase 2 - Conduct of the process

- Chairing all plenary sessions of negotiations or dialogue. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, and developing consensus solutions to the problems that divide them. The facilitator shall assist participants in overcoming impasse, structuring appropriate agreements, memorializing agreements as agreed to by the parties. The facilitator/mediator keeps the parties talking, listening, and moving--as much as possible--towards consensus. **THE FACILITATOR/MEDIATOR SHALL NOT TAKE A POSITION ON THE MERITS OR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE SOLUTION OF AN ISSUE SHOULD BE.** The facilitator/mediator shall provide staff support, as necessary, to the task who are experienced in managing, recording and summarizing meetings.
- At the initial meetings, assisting the group on reaching consensus on the ground rules for negotiations or dialogue and refining and distributing written protocols reflecting this consensus.
- Facilitating meetings or conference calls or on-line dialogues of work groups (self-selected subgroups of the plenary group which address subsets of the issues) and, if several work groups meet simultaneously, providing additional facilitators or support staff to assist other work groups, if the EPA project staff and/or committee determines it useful. **THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.
- Preparing and presenting, at the request of the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate the parties or the public as to the substance of the

dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Handling all logistics of arranging meetings, conference calls or on-line dialogues for participants; this includes scheduling, arranging facilities and notifying participants;
- Preparing summaries or minutes of each meeting and distributing them to the participants for their approval.
- Communicating with participants between meetings, as needed, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- Submitting information on case status to EPA case-tracking databases.
- Providing assistance in settling disputes during implementation of the agreement or settlement, if necessary, appropriate and requested by the parties.

Phase 3 - Evaluation

- Preparing a final report or case study of the process which summarizes what occurred and evaluates the process and lessons learned from the point of view of the facilitator or mediator, taking into consideration issues of confidentiality. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Conducting a post-negotiation debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.
- Conducting all or parts of an evaluation of the case according to EPA CPRC case evaluation protocols.

B. Design and Conduct of Agreement Seeking Processes - Site, Facility or Geographic Area Negotiations.

EPA Headquarters and Regional Offices are involved in many site-or facility-specific disputes

such as these arising from permit issuance and enforcement actions taken under environmental statutes or regulations. In addition, EPA is involved in identification of cleanup or reuse issues under the Brownfields and Superfund programs. Agreement seeking processes conducted at the site or facility level occur in three fairly distinct phases: the first stage is an evaluation of the feasibility and advisability of conducting the negotiation also known as a convening assessment or conflict assessments; the second stage is actually conducting the negotiation; the third and final stage is evaluating the negotiation. While these phases also characterize ADR conducted at the national level, ADR processes conducted at the site or facility level typically are performed with a shorter lead time, in a shorter time frame and may involve fewer labor hours (depending on the scope and complexity of the case).

Tasks performed by the contractor may include but are not limited to:

Phase 1 - Conflict Assessment

- Performing a review of potential cases with the EPA TOPO, case attorney, and technical staff to determine whether a case is appropriate for ADR.
- Conducting an initial assessment of the case through conversations or meetings with the key parties to the dispute or situation and exploring whether the issues are ripe for negotiation, whether all of the parties are identified and willing to participate, and whether the schedule is appropriate.
- Contacting potential parties to discuss their possible participation in a particular negotiation or other consultative process. Best conflict assessment practices shall be used in conducting this phase of the convening or conflict assessment. The dispute resolution professional shall discuss the opinions, positions and needs of each party with regard to the issues involved, and both the procedural and substantive technical aspects of the process. The dispute resolution professional shall ask the parties to suggest additional groups that should be contacted to ensure that the candidate pool for participation is comprehensive. The dispute resolution professional shall ask the parties to identify the issues that should be covered in the chosen consultative process, definitions of measures of a successful process and other parties necessary to the success of the process. The dispute resolution professional shall consult with the parties with regard to the experience, skills and abilities of an acceptable dispute resolution professional for the process and suggestions as to ground rules.
- Selecting the appropriate dispute resolution professional or team to conduct the ADR process, taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular ADR procedure and any other selection criteria specified by the parties, in the conflict assessment or in the Task Order. Selection of the dispute resolution professional shall

be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator and, when appropriate, by the parties to the dispute. This may also include co-facilitation or co-mediation with qualified EPA or federal government staff in convening, facilitation or mediation of a case.

Phase 2 - Conduct of ADR Process

- Upon approval of the ADR design by the EPA TOPO, legal and technical staff and the parties, implementing the process as designed. Some of these dispute resolution processes may require the drafting and signature of an “ADR or mediation agreement” that documents the parties’ agreements regarding dispute resolution process design, timing and costs. The mediator shall assist the parties in drafting and negotiating this ADR or mediation agreement. **THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**
- Handling all logistics of arranging meetings, conference calls or electronic communication means for the parties; this includes scheduling, arranging facilities and equipment, and notifying participants.
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.
- Preparing and presenting, at the request of the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Preparing reports, summaries, drafts of agreements as relevant, appropriate and necessary according to the parties and assigned by EPA. Reports shall be presented in draft, and upon incorporation of comments, distributed in final.
- Communicating with parties between meetings, as needed, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next

meeting.

- Providing assistance in settling disputes during implementation of agreements or settlements.

Phase 3 - Case Evaluation

- Conducting a process debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.
- Preparing final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities, taking into consideration issues of confidentiality. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Submitting information to EPA case tracking databases.
- Contributing to or conducting all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, completing the evaluation questionnaire and/or participating in interviews for evaluation purposes.

Task 3. DESIGN AND CONDUCT OF CONSULTATION AND INFORMATION EXCHANGE PROCESSES

A. Design and Conduct of Consultation and Information-Exchange Processes - National Policy and Regulatory Issues

EPA conducts a significant number of consultation and information exchange processes for discussing national regulatory and policy issues. These processes usually encompass less formal processes such as: public meetings, technical conferences, facilitated workshops, listening sessions, open houses, forums and roundtables. The proceedings may involve a larger number of parties, and either a more diffuse or a more focused set of issues. The goal is usually not to reach a consensus on the issues but to fully exchange information, ideas and options and to build upon existing consensus or convergence, and/or to narrow the areas of disagreement. Common to all of these processes is a collaborative approach that seeks to foster an early exchange of information among affected interests so as to give input to EPA that will lead to regulatory and policy decisions that have the support of affected parties, are more protective of the environment, more cost effective and more implementable. Design of these processes includes a convening assessment and analysis of the best methods for meeting the needs of the EPA program.

Tasks performed by the contractor may include, but are not limited to:

- Selecting the appropriate dispute resolution professional or team, taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular procedure and any other selection criteria that may be specified in the Task Order. Selection of the dispute resolution professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator, and if appropriate, the parties to the dispute or issue. This may include co-facilitation or co-mediation with qualified EPA or federal government staff in the convening, facilitation or mediation of information exchange, consultative or collaborative processes.
- Assisting the EPA PO, TOPO and program office coordinator in developing a list of potential participants and identifying a tentative set of issues to be addressed;
- In consultation with the EPA PO, TOPO and program office coordinator, preparing and distributing background information on the potential issues to potential participants in a consultative or collaborative process under exploration.
- Contacting potential parties to discuss their possible participation in the consultative process. Best conflict assessment practices shall be used in conducting this phase of the convening or conflict assessment. This conflict assessment shall be tailored to the size and time period of the process. The dispute resolution professional shall discuss the opinions, positions and needs of each party with regard to the issues involved, and both the procedural and substantive technical aspects of the process. The dispute resolution professional shall ask the parties to suggest additional groups that should be contacted to ensure that the candidate pool for participation is comprehensive. The dispute resolution professional shall ask the parties to identify the issues that should be covered in the chosen consultative process, definitions of measures of a successful process and other parties necessary to the success of the process. The dispute resolution professional shall consult with the parties with regard to the experience, skills and abilities of an acceptable dispute resolution professional for the process and suggestions as to ground rules.
- Working with EPA and the parties to design a process that meets the goals of the Agency and the parties, and construct a mutually-acceptable agenda, ground rules and schedule for the meeting(s).
- Chairing all plenary sessions of consultation or collaboration process. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, narrowing areas of disagreement and articulating options and alternatives. **THE FACILITATOR SHALL NOT**

**TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES
WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**

- Facilitating meetings of work groups, breakout groups or caucuses if the project plan calls for facilitated workgroup meetings.
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.
- Preparing and presenting, at the request of the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Handling all logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.
- Preparing draft summaries or minutes of each meeting and distributing them to the EPA PO, TOPO program office coordinator and participants for comment and upon revision, distributing final summaries or minutes.
- Communicating with participants between meetings, if additional meetings are scheduled as a part of the process design, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- Submitting information on case status to EPA case tracking databases.
- Conducting a post collaboration process debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.
- Writing final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities, taking into consideration

issues of confidentiality. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Contributing to or conducting all or parts of an evaluation of the case according to EPA CPRC case evaluation protocols. When acting as a neutral on a case, completing the evaluation questionnaire and/or participating in interviews for evaluation purposes.

3.B. Design and Conduct of Consultation and Information Exchange Processes - Site, Facility or Geographic Area Negotiation

EPA conducts dozens of consultation and information exchange processes for pollution prevention, control, cleanup and reuse at sites and facilities and in geographic areas such as watersheds or estuaries. These processes usually encompass less formal processes such as: public meetings, technical conferences, facilitated workshops, listening sessions, open houses, forums and roundtables. The proceedings may involve a larger number of parties, and either a more diffuse or a more focused set of issues. The goal is usually not to reach a consensus on the issues but to fully exchange information, ideas and options, to build upon existing consensus or convergence, and/or to narrow the areas of disagreement. Common to all of these processes is a collaborative approach that seeks to foster an early exchange of information among affected interests so as to give input to EPA that will lead to environmental decisions that have the support of affected parties and are more protective of the environment, more cost effective and more implementable. Design of these processes includes a convening assessment and analysis of the best methods for meeting the needs of the EPA program.

Tasks performed by the contractor may include but are not limited to:

- Selecting the appropriate dispute resolution professional or team, taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular procedure, geographic location and any other selection criteria that may be specified in the Task Order. In many cases identification of an appropriate dispute resolution professional for a site or facility-specific dispute may involve consultation with the local stakeholders regarding their needs and preferences. Selection of the dispute resolution professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator, and if appropriate, the parties to the dispute or issue. This may include co-facilitation or co-mediation with qualified EPA or federal government staff in the convening, facilitation or mediation of information exchange, consultative or collaborative processes.
- Assisting the EPA PO, TOPO and program office coordinator in developing a list of potential participants and identifying a tentative set of issues to be addressed.

- In consultation with the EPA PO, TOPO and program office coordinator, preparing and distributing background information on the potential issues to potential participants in a consultative or collaborative process under exploration;
- Contacting potential parties to discuss their possible participation in the consultative process. Best conflict assessment practices shall be used in conducting this phase of the convening or conflict assessment. This conflict assessment shall be tailored to the size and time period of the process. The dispute resolution professional shall discuss the opinions, positions and needs of each party with regard to the issues involved, and both the procedural and substantive technical aspects of the process. The dispute resolution professional shall ask the parties to suggest additional groups that should be contacted to ensure that the candidate pool for participation is comprehensive. The dispute resolution professional shall ask the parties to identify the issues that should be covered in the chosen consultative process, definitions of measures of a successful process and other parties necessary to the success of the process. The dispute resolution professional shall consult with the parties with regard to the experience, skills and abilities of an acceptable dispute resolution professional for the process and suggestions as to ground rules.
- Working with EPA and the parties to design a process that meets the goals of the Agency and the parties and construct a mutually acceptable agenda, ground rules and schedule for the meeting(s).
- Chairing all plenary sessions of consultation or collaboration process. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, narrowing areas of disagreement and articulating options and alternatives. **THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**
- Facilitating meetings of work groups, breakout groups or caucuses if the project plan calls for facilitated workgroup meetings.
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.
- Preparing and presenting, at the request of the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when

comments have been received and incorporated, in final.

- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Handling all logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.
- Preparing draft summaries or minutes of each meeting if appropriate and distributing them to the EPA PO, TOPO program office coordinator and participants for comment and upon revision, distributing final summaries or minutes.
- Communicating with participants between meetings, if additional meetings are scheduled as a part of the process design, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- Submitting information on case status to EPA case-tracking databases.
- Conducting a post-collaboration process debriefing with EPA officials including the PO, TOPO and program office contact and management to discuss lessons learned and to discuss any next steps.
- Writing final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities, taking into consideration issues of confidentiality. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Contributing to or conducting all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, completing the evaluation questionnaire and/or participating in interviews for evaluation purposes.

Task 4: JUST IN TIME OR QUICK RESPONSE DISPUTE PREVENTION AND RESOLUTION PROCESSES

Many times issues occur or disputes come to a head or erupt with little lead time to get a dispute resolution professional in place through the normal Task Order issuance process. In these cases EPA has chosen to issue a “Just-in-Time” or “Quick Response” Task Order which provides for short term services in response. The services required under this Task are generally similar or the same

as those discussed in Task 2 and Task 3 above. However, the contractor is required to report costs and status on a project by project basis in all required reports. When the Task Order is issued, it contains an estimated number of responses to projects or cases over the period of performance; the actual names, descriptions and locations of the cases are named at a future time in a Technical Directive Document (See attachment 5) from the Task Order Project Officer. The Technical Directive Document provides the following: :

1. Case or project name and location
2. Case or project description and background
3. Desired qualifications of the dispute resolution professional
4. Ceiling amount of funds and/or labor hours and direct costs
5. List and schedule for specific deliverables
6. Case contacts
7. Reporting requirements (budget and status tracking for each project)

Tasks performed by the contractor may include but are not limited to:

- Providing dispute resolution, stakeholder involvement , consensus-building, and conflict analysis, avoidance and resolution services to the EPA TOPO and such Headquarters and Regional staff as may be involved in the assigned cases. Specific tasks may include:
 - a. conflict and situation analysis,
 - b. convening appropriate parties,
 - c. design of appropriate processes and interventions,
 - d. design of meeting agendas,
 - e. facilitation of sessions or meetings,
 - f. mediation of disputes,
 - g. synthesis of issues, fact sheets, informational materials
 - h. writing and distributing meeting summaries
 - i. logistics such as but not limited to: meeting rooms, audiovisual equipment, invitations to participants, other services necessary to accomplishing the agenda,
 - j. contacting parties before and after meetings or sessions,
 - k. coaching parties to prevent or manage conflict.
 - l. training parties in negotiation, conflict management, dispute resolution
- Developing and supplying necessary information such as brochures, fact sheets, presentation materials.
- Providing access to expert scientific, technical or subject matter experts as necessary to work

on the project.

- Making logistical arrangements for the requested activity including travel to regional, state and tribal government offices, communities and sites to do the work.
- Designing a monthly report format that reports on each assigned project with separate budget, expenditure and status reports in addition to tracking the overall budget and progress under the task order.
- Submitting information on case status to EPA case-tracking databases.
- Writing case studies at the termination/conclusion of each case or project assigned.
- Writing final report including lessons learned, recommendations for improvements in response to quick response tasks. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Contributing to or conducting all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, completing the evaluation questionnaire and/or participating in interviews for evaluation purposes.

Task 5. DESIGN AND CONDUCT OF WORKPLACE DISPUTE PREVENTION AND RESOLUTION PROCESSES

While the majority of EPA's workplace disputes are handled with EPA in-house mediators or collateral duty mediators from the Interagency Sharing of Neutrals Program, there are workplace disputes that the parties elect to have handled by an outside dispute resolution professional. The contractor shall provide mediators, facilitators or other dispute resolution professionals who are experienced in a variety of workplace dispute resolution processes.

Tasks performed by the contractor may include, but are not limited to:

- Conducting an initial assessment of the case through conversations or meetings with the parties to the dispute or situation, exploring whether the issues are ripe for negotiation, whether all of the parties are identified and willing to participate, whether the schedule is appropriate, and discussing the qualifications of an appropriate neutral dispute resolution professional to handle the case.
- Selecting the appropriate dispute resolution professional or team, taking into account

knowledge of the subject, conflicts of interest, availability, experience in the particular ADR procedure and needs of the parties to the dispute. Selection of the dispute resolution professional shall be approved by the parties to the dispute. This may also include co-facilitation or co-mediation with qualified EPA or federal government staff in the convening, facilitation or mediation of public meetings, or case negotiations or meditations.

- Contacting (in person or by phone) all participating parties to arrange a mutually- acceptable time, place and design for the process and, if the parties are willing, to discuss with them the background of the case.
- Handling all logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.
- Implementing the ADR design agreed to by the parties. The design may include conference calls, joint session meetings, individual meetings or any other design accepted by the parties. The design may also include an initial mediation and future review or check points, if the parties and the mediator agree that this design is useful. The mediator shall facilitate information sharing between the parties in furtherance of the resolution process. The mediator shall conduct such impasse breaking techniques as are necessary to facilitate settlement of the case. Information shared in confidence with the mediator shall be held to be confidential from any other requests for information or from any other proceedings. **THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**
- At the request of the parties, assisting with drafting any agreement document. The parties may decide to hold such an agreement document confidential.
- At the completion of the mediation, completing the Workplace Solution Program's report of the mediation and returning it to the appropriate contact. The mediator shall give each of the parties the appropriate mediation evaluation form and instructions on how to return it.
- Contributing to or conducting all or parts of an evaluation of the case according to EPA CPRC case-evaluation protocols. When acting as a neutral on a case, completing the evaluation questionnaire and/or participating in interviews for evaluation purposes.

Task 6: STRATEGIC PLANNING AND ORGANIZATIONAL DEVELOPMENT SUPPORT

While EPA has both internal and other contractual sources of expertise in strategic planning and

organizational development, there are times when EPA program offices need access to facilitators who have experience in both organizational development and environmental dispute resolution issues.

Tasks performed by the contractor may include, but are not limited to:

- Selecting the appropriate dispute resolution professional or team, taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular procedure and any other selection criteria that may be specified in the Task Order. Selection of the dispute resolution professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator may include co-facilitation or co-mediation with qualified EPA or federal government staff in the convening, facilitation or mediation of consultative or collaborative processes.
- Assisting the EPA PO, TOPO and program office coordinator in developing a list of potential participants and identifying a tentative set of issues to be addressed.
- In consultation the EPA PO, TOPO and program office coordinator, preparing and distributing background information on the subject matter or issues to participants.
- Contacting potential participants to discuss the issues, schedule and outcomes of the process and the needs of the participant in the process.
- Working with EPA and the parties to design a process that meets the goals of the Agency, and construct a mutually acceptable agenda, ground rules and schedule for the meeting(s).
- Chairing all plenary sessions of consultation or collaboration process. Facilitating meetings of work groups, breakout groups or caucuses if the project plan calls for facilitated workgroup meetings. The facilitator shall assist participants in articulating their interest, identifying areas of agreement, narrowing areas of disagreement and articulating options and alternatives. **THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**
- Handling all logistics of arranging meetings, conference calls or electronic communications for participants; this includes scheduling, arranging facilities and equipment and notifying participants.
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review,

analyze facts or to make presentations to the parties.

- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Preparing draft summaries or minutes of each meeting if appropriate and distributing them to the EPA PO, TOPO program office coordinator and participants for comment and upon revision, distributing final summaries or minutes.
- Writing or assisting in compiling reports, summaries, white papers, fact sheets, strategies, planning documents, analyses etc. for review and approval of EPA management. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Communicating with participants between meetings, if additional meetings are scheduled as a part of the process design, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- Submitting information on case status to EPA case tracking databases.
- Conducting a process debriefing with EPA officials including the PO and TOPO to discuss lessons learned and to discuss any next steps.
- Conducting an evaluation of the process and making recommendations for improvement, follow-up or future activities.
- Writing final process report including follow-up or future activities. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

Task 7: ADR AND PUBLIC INVOLVEMENT PROGRAM DEVELOPMENT AND SUPPORT

Given the nature of its program responsibilities the EPA Conflict Prevention and Resolution Center (CPRC) needs contract support in the areas of case studies, ADR program applications, dispute systems design, case and program evaluation, and ADR case tracking systems.

Tasks performed by the contractor may include but are not limited to:

A. Case Studies

- Selecting a dispute resolution professional(s) with experience in researching and writing case studies, training and outreach materials in short time periods. The appropriate person should have experience as a mediator/facilitator in environmental cases, good writing skills, and the ability to synthesize significant amounts of material into concise descriptions with lessons learned.
- Proposing an outline of a case study or implementing a standard case study format.
- Reviewing documents regarding the case.
- Contacting participants and the ADR or public involvement provider in the case to discuss the issues, process, outcomes and lessons learned.
- Distilling the information and writing a concise, easy to read, informative, attractive case study that meets the goals of the EPA TOPO. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Providing necessary editing, artwork, graphics, photographs, presentation methods, videos as is necessary to meet the needs of the EPA TOPO.
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of a dispute to research, review, analyze facts or to make presentations..
- Preparing and presenting, at the request of the TOPO , research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it.
- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Preparing a final report of the study or studies. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

B. ADR Applications Research - Dispute Systems Design

- Selecting the appropriate dispute resolution professional or ADR research specialist, taking into account knowledge of the subject matter, type of proceeding, conflicts of interest and

availability and any other selection criteria that may be specified in the Task Order. Choice of dispute resolution professional shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator.

- Based on the needs stated in the delivery order, proposing a detailed study plan to the EPA PO, TOPO, and program office coordinator.
- Upon EPA PO, TOPO and program office coordinator approval, proceeding with the study or pilot project.
- Conducting conversations, interviews, distributing and collecting written surveys or other means of gaining input from groups including but not limited to some or all of the following: EPA staff, other Federal government staff, industry representatives, small business or small community interests, public interest group representatives (e.g.; environmental, public health), environmental justice interests, state or local officials, dispute resolution professionals who have handled similar disputes.
- Providing, at the request of the TOPO , subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.
- Preparing and presenting, at the request of the TOPO , research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.
- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Reviewing literature on similar types of issues or disputes.
- Observing negotiation and dispute resolution proceedings.
- Reviewing documents, correspondence, dockets, case files and information generated by the parties to a dispute.
- Producing such reports or recommendations or documents as are specified in individual Task Orders or agreed to in individual work plans. Reports shall be tailored to the needs and format

specified in individual delivery orders. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

C. Evaluations of ADR Processes:

CPRC's standard operating procedures include conducting an evaluation of all ADR cases conducted under this contract. CPRC may choose to perform the evaluation tasks itself, or it may engage the contractor to perform some or all of the tasks.

Evaluation tasks include but are not limited to:

- Compiling or assisting CPRC in obtaining contact information for all participants in the case or process.
- Adapting CPRC's standard format for evaluation if necessary for the case being evaluated.
- Sending questionnaires to respondents.
- Tracking receipt of responses and following up to maximize the number of responses received.
- Entering responses into the evaluation database as necessary.
- Conducting standard and specialized data analyses on the data accumulated.
- Preparing reports as specified in the Task Order. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

D. ADR Case Tracking Systems

CPRC has several ADR case management databases which track the use of ADR in EPA cases. These databases are important in that they produce information for management that detail the use and effectiveness of ADR in resolving cases or preventing conflict. Occasionally these databases need to be supplemented or redesigned to better capture the types of ADR-related case information valuable to management. In appropriate assigned circumstances, the contractor will work with EPA to identify this data and design efficient ways to obtain, track and report the data.

In addition, in order for the information provided to management to be complete and accurate, the contractor may be tasked to obtain data from EPA or other source and to input the data in the tracking systems.

Task 8: TRAINING SUPPORT

Contractor support shall be provided in the area of training in negotiation, conflict prevention, dispute resolution processes, public involvement, consensus building, collaborative or strategic planning or visioning processes, other consultative processes and other subject matter courses that increase the effectiveness of interactions and negotiations with the goal of achieving better, more efficient resolution of environmental issues. Participants in training seminars may be EPA and other federal, tribal, state, local or international government staff partnered with EPA in resolving environmental issues, parties to disputes or issues discussions, and committee, dialogue or workshop group members as EPA considers necessary and appropriate. Training seminars may be conducted in a number of ways - in person, through video conference, or through computer-assisted training. For efficiency, cost effectiveness and program consistency reasons, training should be designed so that it can be replicated by other service providers and/or federal employees in order to provide national consistency

Tasks performed by the contractor may include but are not limited to:

- Conducting a needs assessment with EPA management and staff, with co-regulators or parties and identifying training needs and sources of materials to meet those needs.
- Designing or assisting EPA personnel in designing of training seminars lasting from one hour to a week or more.
- Producing of training materials (handouts, manuals, notebooks, computer assisted learning text, videos, audiovisuals etc.) for use in such courses. Writing speaker's and instructor's notes or manuals as required by the Task Order for reliability.
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.
- Preparing and presenting, at the request of the TOPO, research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate as to the substance of a dispute and options for resolving it.
- Establishing and/or maintaining communication and information links such as web pages, list serves, and other methods of communication between the parties and the public.
- Performing logistical tasks involved in conducting the seminars such as registration and

notification of participants, arranging meeting facilities and support, providing required supplies and equipment for presenting the course.

- Teaching of all or portions of seminars as designed and accepted by EPA. **THE TRAINER SHALL NOT TAKE A POSITION ON EPA POLICY OR REGULATIONS OR ON THE MERITS NOR RECOMMEND TO PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**
- Designing, conducting evaluations and providing results and recommendations regarding the effectiveness of the training seminar and recommended changes to training seminars or programs.
- Preparing a final report summarizing the training, the evaluations of the participants and recommendations for changes, additions or deletions in the training agenda or materials or procedures. This report shall be submitted first in draft, and when comments have been received and incorporated, in final.

Task 9: ARBITRATION

The contractor shall provide arbitration services for cases identified by EPA under the Agency's arbitration policy. The parties to an arbitration proceeding shall be entitled to participate in the selection of the arbitrator. The arbitrator shall be a neutral who meets the criteria of the Alternative Dispute Resolution Act of 1996, Public Law 104-320, 5 U.S.C. 571-583." Arbitrators may be retired judges, project managers, accountants, cost control specialists etc. Arbitrators shall be selected on a case-by-case basis under the procedures in the Administrative Dispute Resolution Act and applicable rules and policies. Arbitrators may be dispute resolution professionals listed on this contract or expert consultants retained specifically for a case. Arbitrators shall follow the procedures outlined in the Act, and applicable rules and policies during the arbitration process.

Tasks performed by the contractor may include, but are not limited to:

- Selecting appropriate arbitrator(s), taking into account knowledge of the subject, conflicts of interest, availability, experience in the particular arbitration procedure and any other selection criteria that may be specified in the Delivery Order or by the parties to the dispute. Choice of arbitrator(s) shall be approved by the EPA Project Officer (PO), Task Order Project Officer (TOPO) and program office coordinator and by the parties to the dispute.
- Contacting each of the parties' representatives or counsel to explore the needs of each party and to design an appropriate arbitration proceeding.

- Upon approval of the arbitration design by the EPA TOPO, legal and technical staff and the parties, implementing the process as designed.
- Handling all logistics of arranging meetings for the parties; this includes scheduling, arranging facilities, and notifying participants.
- Preparing reports, summaries, drafts of agreements as relevant, necessary and assigned by EPA. Reports shall be prepared in draft, and upon incorporation of comments, distributed in final.
- Communicating with parties between meetings, as needed, to ensure that issues and concerns have been communicated accurately and that participants are adequately prepared for the next meeting.
- Providing, at the request of the TOPO and the parties, subject matter experts in technical, scientific, economic or other fields related to the substance of the dispute to research, review, analyze facts or to make presentations to the parties.
- Preparing and presenting, at the request of the TOPO and the parties, research, analyses, explanations, summaries, fact sheets, white papers, brochures and other similar collections of data or information needed to educate the parties or the public as to the substance of the dispute and options for resolving it.
- Issuing decisions as built into the design of the process, as directed by the parties, as appropriate under the Administrative Dispute Resolution Act and as provided for under other applicable regulations or policies.
- Submitting information to EPA case tracking databases within the bounds of confidentiality concerns.
- Writing final case studies or process reports including evaluation of the process and recommendations for improvement, follow-up or future activities, taking into consideration issues of confidentiality.
- Conducting all or parts of an evaluation of the case according to EPA CPRC case evaluation protocols .
- Providing assistance in settling disputes during implementation of agreements or settlements.

Task 10: DIRECT SUPPORT AND TECHNICAL SUPPORT

The success of a dispute resolution or collaborative problem-solving process depends most heavily on correctly identifying the parties, issues and proceeding. However, a number of logistical issues have significant effects on the efficiency and credibility of the proceeding. The issues most often encountered are: appropriate meeting facilities and equipment, access to neutral expert consultants, efficient and well-designed communication and information-exchange systems and processes, and financial support for speaker or expert travel to participate in a proceeding.

A. Meeting Logistical Support

Studies show that the facilities provided for negotiation, and other consultative processes and training affect the efficiency and quality of the proceeding. Many times facilities/equipment/supplies appropriate to the size or purpose of the group are not available at EPA on a timely basis to conduct efficient and high quality proceedings. Meeting rooms must be easily accessible to members of the public without rigorous security screening. Day-long meetings require rooms where participants are allowed to bring in food and drink to make themselves comfortable. Meeting rooms must be adequate in size and number for the projected use. Equipment (such as projectors, flip charts, markers) appropriate to the purpose of the meeting are key to well run meetings and equipment. Teleconference or videoconference facilities may be necessary. If meeting facilities are not available through EPA, the Contractor shall obtain such facilities as specified in Task Orders. EPA does not expect to purchase major pieces of equipment or to enter into long term equipment rental under this contract.

Tasks performed by the contractor may include, but are not limited to:

- Ancillary to a dispute resolution or public involvement process, or training or other projects ordered under this contract, obtaining meeting room facilities, equipment (such as but not limited to, audio-visual equipment, access to word processing and photocopying equipment), supplies and other allowable, miscellaneous services as are determined by the EPA TOPO to be appropriate and necessary in helping the parties achieve the goals of the assigned task.

B. Expert Technical and Scientific Assistance

Conflicting factual assertions sometimes arise that may require evaluation, assessment, verification, calculation, analysis by a specialist in the narrow field of concern. This specialist is most valuable if he/she is not affiliated with any of the parties to the negotiation, dialogue or dispute. For example, a committee may require specialized advice on statistical sampling methods, economic analyses, or chemical or biological analytical test methods.

Tasks performed by the contractor may include, but are not limited to:

- Ancillary to a dispute resolution or public involvement process or training or other projects ordered under this contract, providing assistance in locating, retaining and managing subject matter experts in such fields as statistics, economics, engineering, medicine, toxicology, epidemiology, agriculture, and other technical or specialized fields. Such support shall require the advance approval of the task order project officer, project officer and contracting officers. The contractor may need to consult with parties to the dispute in identifying the experience, education and skills required of the expert and to further define the scope of the expert's work. The contractor will be responsible for reimbursing travel and other related direct expenses of such consultants and experts.

C. Administrative Assistance

There are times when it is necessary for the Agency to assist parties in covering travel expenses incurred in participating in negotiations or dialogues to have a balance of interest groups present. If a technical expert or consultant under this contract needs to travel to make a presentation or participate on a panel discussion or site visit, the travel costs can be covered in a Task Order. The Federal Advisory Committee Act and the Negotiated Rulemaking Act both authorize this type of assistance to participants in a negotiation or Committee. However, current Agency policies do not allow contractors to reimburse expenses of participants; this travel currently must be provided by Agency "invitational travel orders." The contractor may assist the Agency in making the travel arrangements and completing the invitational travel documents for participants in need of travel funding.

Tasks performed by the contractor may include, but are not limited to:

- Ancillary to a dispute resolution public involvement process, training process, public involvement process or training or other projects ordered under this contract, assisting Agency officials or staff in completing the arrangements and documents for EPA paid invitational travel for participants in a dispute resolution, consensus-building or collaborative process.
- Ancillary to a dispute resolution process, arranging the travel (airline or train and hotel bookings) of members of committees, workgroups, dialogue groups, workshops, when necessary, appropriate and assigned by the EPA PO, TOPO and program office coordinator.
- If Agency policies are revised and ancillary to a dispute resolution process, reimbursing authorized non-Federal participants for travel expenses incurred in participating in such proceedings, when necessary, appropriate and assigned in the Task Order. The EPA PO, TOPO, and program office coordinator shall ensure that such assistance is allowable and

appropriate under the Federal Advisory Committee Act, the Administrative Dispute Resolution Act, the Negotiated Rulemaking Act and/or other statutory or regulatory authorities.

D. Communications Assistance

Many groups and committees need assistance in setting up adequate communications processes. The most common ways to accomplish this are via conference calls. The contractor shall assist the EPA in arranging teleconference calls or video conference calls or other electronic conversations as needed when EPA conferencing facilities are not available or adequate. In addition, increasingly these communications processes include web sites, list serves and on-line dialogues, which connect the parties via computers. These communications methods can help reduce the need to travel and meet face to face and may reduce dispute resolution process costs and increase the effectiveness and efficiency of communication, information exchange and education.

Tasks performed by the contractor may include, but are not limited to:

- Ancillary to a dispute resolution process, public involvement process or training or other projects ordered under this contract, assisting the EPA TOPO in designing and implementing efficient and effective communications, information exchange and education processes such as teleconference calls, video conference calls and electronic communications through web sites, list serves or on-line dialogues etc.

E. Document Editing and Design Assistance

Good public involvement processes and dispute prevention and resolution processes require good bases of information on the technical, scientific, programmatic and policy issues under discussion. Frequently, EPA's material is too technical to be easily understood by all stakeholders, leading to misunderstandings or difficult relationships. Design of good written communications is essential to prevention and resolution of disputes and to getting the most out of a stakeholder involvement process. The contractor shall provide access to good technical and scientific writer editors who can assist EPA in designing the best information available.

Tasks performed by the contractor may include, but are not limited to:

- Designing, writing, editing, researching for fact sheets, brochures, white papers, analyses, and other documents or papers necessary to educate parties in a potential or actual dispute or issue in controversy regarding the programmatic, scientific or technical information, policy or factual matters. These reports shall be submitted first in draft, and when comments have been received and incorporated, in final.

- Researching technical or process information necessary for the project; collect information, data, surveys.

Important Considerations

1. It is important that the government have access to the greatest number of dispute resolution professionals with the broadest and most comprehensive experience in facilitating/mediating environmental regulatory, policy, site-or facility-specific enforcement, compliance and permitting dispute across the EPA's Headquarters and its ten (10) regional offices. EPA understands that the existing business structure of the dispute resolution provider community is characterized by small firms or single practitioners, and the range of skills, knowledge and experience for working with the broad range of EPA disputes is not known to be found in any firm or person. The contractor will be expected to identify from a source or sources, and to provide as an employee, subcontractor or consultant, the most qualified, responsible and available dispute resolution service provider(s) who meet the criteria set out in individual task orders. Generally, the criteria relates to skills, experience, education, abilities and knowledge and the contractor's ability to minimize any real or perceived bias or conflicts of interest.

2. Selection of a dispute resolution professional or team may require the advance knowledge and consent of numerous parties outside of EPA. The contractor should take this in account in developing procedures to solicit input and to negotiate approval of a dispute resolution service provider. In addition, if at any time the neutrality, credibility, style, procedures or effectiveness of a service provider become unacceptable to the parties, the contractor shall have a process in place that allows the service provide to withdraw or to be replaced.

3. Costs for some dispute resolution proceedings may be shared between EPA and the participating parties. The EPA arbitration rule for Superfund cost recoveries and the EPA policy on the use of ADR in enforcement proceedings provide the parties to the proceedings pay their share of the costs. In addition, there are some other types of negotiations and dialogues that may be shared with some or all of the parties involved, with EPA paying only a portion of the costs of the proceedings. These cost sharing procedures are authorized by the Administrative Dispute Resolution Act and the Negotiated Rulemaking Act. Cost sharing is also a well-known practice in the dispute resolution field. To date, this has been accomplished directly between the parties and the mediator with specific procedures documented in an ADR Agreement or Mediation Agreement. This agreement spells out how costs are to be allocated amongst the parties and how the mediator will bill and collect the funding from each of the parties. In the past, it has not been necessary for the prime contractor to establish or use an escrow type account.

4. In addition to the EPA's qualifications, dispute resolution professionals assigned to Alternative

Dispute Resolution (ADR) tasks must meet the standards described in the two Reports on Qualifications of the Society of Professionals in Dispute Resolution (SPIDR) now the Association for Conflict Resolution (ACR).

Dispute resolution professionals eligible for this contract should subscribe to the Ethical Standards of Conduct of the Association for Conflict Resolution, the American Arbitration Association and the American Bar Association (ABA) or the International Association for Public Participation (IAP2) or the equivalent.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "Conflict Prevention and Resolution Services (CPRS)" dated August 11, 2003 and revised January 8, 2004 is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) **Definition.** Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) **General.** The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's

computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

SECTION D - PACKAGING AND MARKING

D.1 INITIAL PACKING, MARKING, AND STORAGE OF EQUIPMENT

All initial packing, marking and storage incidental to shipping of equipment to be acquired under this contract shall be made at the contractor's expense. Supervision of packing and unpacking of initially acquired equipment shall be furnished by the contractor. Such packing, marking and storage costs shall not be billed to the Government.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.246-6	MAY 2001	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR ALTERNATE I (APR 1984)
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E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, EPA Project Officer and Task Order Project Officers are the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

To be identified in Task Orders

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

This contract will require special project specific reports as ordered in individual Task Orders. Confidential information shall not be included in reports unless confidentiality protections have been discussed and coordinated with the Project officer (PO) or Task Order Project Officer (TOPO) and prior appropriate authorization has been received.

Information provided to the ADR professional by any of the parties, communications between parties and the ADR professional, notes, and dispute resolution work product generated by the ADR professional during work pursuant to any Task Order under this contract shall be marked "ADR/CONFIDENTIAL" and maintained by the ADR professional pursuant to Section 574 of the Alternative Dispute Resolution Act of 1996 and other appropriate law.

The Contracting Officer may require reports to be transmitted in electronic format (disk or e-mail or data system).

PROJECT SPECIFIC REPORTS:

The contractor shall submit reports pertinent to each ADR or public involvement proceedings as ordered in each Task Order. Specific contents of each report, in addition to those minimum contents specified below, will be identified in individual project assignments. The following reports are not necessarily the universe of reports that may be required by project assignment, they are examples of the most common reports.

1. Conflict Assessment or Convening Reports

As directed in individual Task Orders, the contractor shall furnish a Conflict Assessment or Convening Report which assesses whether appropriate parties and issues exist for dialogue or negotiation. This report shall be submitted first in draft, and when comments have been received and incorporated, in final. Convening reports may also, on a case by case basis, be distributed to the parties contacted during the convening study. The government reserves the right to enter the convening report into the record of proceedings. The need to include confidential or sensitive information for the purposes of advice or decision making should be discussed in advance with the PO and TOPO.

The contents of each Convening Report shall include, as a minimum:

- (1) a list of persons and entities who the convenor has contacted;
- (2) an evaluation of the balance and mix of parties/interest groups, their desire to participate in good faith, and a discussion of the issues in controversy.
- (3) the design and scope of the recommended dispute resolution or consultative process;
- (4) additional relevant information to assist the PO, TOPO, and program office contact to determine whether the item is suitable for the chosen dispute resolution or consultative process.

The Convening Report shall be submitted to the following addressees in accordance with the schedule specified in each Task Order:

Number of Copies -----	Addressees -----
1	Project Officer
1	Task Order Project Officer

2. Case Summary Report:

At the end of each Task Order or at the conclusion of each case, project or sub-project under each Task Order and as directed in individual Task Orders, the contractor shall submit a Case Study Report. The Case Study Report shall consist of:

- (1). A completed copy of the CPRC Case Summary Report Form;
- (2). A participant list with contact information for key participants including names, organizations, phone numbers, fax number, addresses and e-mails;
- (3). A copy of the agreements reached by the parties as a final agreement, settlement agreement, recommendations, and ground rules.

The Case Summary Report shall be submitted to the following addressees:

Number of Copies -----	Addressees -----
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1	Project Officer
1	Task Order Project Officer

The Case Summary Report shall be electronically submitted to the CPMC Case Summary website located at:
www.adr@epa.gov

3. Training Summary Report:

At the end of each training and as directed in individual Task Orders, the contractor shall submit a Training Summary Report. The Training Summary Report shall consist of:

- (1). A completed copy of the CPMC Training Summary Form;
- (2). A participant list with contact information for key participants including names, organizations, phone numbers, fax number, addresses and e-mails.
- (3). A copy of the training materials including instructors' notes or manuals, participants' materials, audio-visual materials, handouts, case studies, role plays.

The CPMC Training Summary Report shall be electronically submitted to the CPMC website located at:
www.adr@epa.gov

<u>Number of Copies</u>	<u>Addressee</u>
1	Project Officer
1	Task Order Project Officer

4. Final Report:

At the end of each Task Order and as directed in individual Task Orders, the contractor shall submit a Final Report. The Final Report shall consist of:

- (1). A completed copy of the CPMC Case Summary Report Form or CPMC Training Summary Report Form if applicable and not previously submitted;
- (2). If neither of the Summary Forms is applicable, a short description of the project, activities, goals, parties and outcomes;
- (3). A participants list if applicable with contact information for key participants including names, organizations, phone numbers, fax number, addresses and e-mails;
- (4). A copy of each of the final deliverables or agreements such as a final agreement, settlement agreement,

recommendations, ground rules, fact sheets, information brochures;

(5). A final comprehensive budget outlining costs by labor category and direct cost categories.

(6). The Case Summary Report Form or the Training Summary Report Form shall be electronically submitted to the CPRC website: www.adr@epa.gov (if not previously submitted).

(7). The information in the Final Report may become available to the public. It shall not include any confidential information.

The final report shall be distributed to the following addressees:

Number of Copies	Addressees
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1	Project Officer
1	Task Order Project Officer

5. Other Deliverables: Agendas, Evaluations, Summaries, Debriefings:

(1). Most Task Orders will have additional written deliverables or transmittals such as meeting agendas, meeting summaries, meeting evaluations, white papers, issues analyses, training materials, and training evaluations. These written deliverables or transmittals shall be provided to the EPA Project Officer or Task Order Project Officer in draft. In addition, after receipt and incorporation of comments the contractor shall provide the written deliverables in final to the Task Order Project Officers.

(2). The contractor shall provide the PO with copies of all final meeting evaluations, training evaluations and training materials. Upon request, the contractor shall provide the PO with drafts or finals of all other documents.

(3). The contractor shall notify the PO at least one week in advance if the contractor's efforts will be presented in briefings.

F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996) DEVIATION

(a) The Contractor shall furnish three (3) copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours (by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
1	Administrative Contracting Officer
1	Project Officer
1	Task Order Project Officer

F.4 ADDENDUM TO THE MONTHLY REPORTS

The monthly reports shall include information on the status of work completed that month under each Task Order and work expected to be performed in the next month. At a minimum, the status report shall include information on major activities performed during the month and activities expected in the following month. Activities to be reported include: investigations, assessments, research and analyses performed, meetings (including conference calls or on line dialogues) or training held and reports of documents drafted or completed within the month and expected in the next month. Information on meetings or training shall include dates of meeting or training, location of meeting or training, title or subject matter of meeting or training. No confidential or sensitive information shall be presented in this report. Information on reports or documents shall include the title of the report or document and its status as a draft or final. The information presented shall be consistent with the costs reported in the financial progress report.

F.5 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.6 SPECIAL CONSIDERATIONS REGARDING REPORTS AND WORKING FILES

Confidential information shall not be included in reports or working files unless confidentiality protections have been discussed and coordinated with the EPA Project Officer (PO) or Task Order Project Officer (TOPO) and appropriate prior authorization is obtained.

Information provided to the ADR professional by any of the parties, communications between parties, the ADR professional's notes and dispute resolution work product generated by the ADR professional during work pursuant to any Task Order under this contract shall be marked "ADR/CONFIDENTIAL" and maintained by the ADR professional pursuant to Section 574 of the Alternative Dispute Resolution Act of 1996 (Public Law No. 101-552) and other applicable law.

Reports may be transmitted in electronic format (disk, e-mail, or data system).

F.7 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.8 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from February 05, 2004 through February 04, 2006.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

1. Project Officer (PO)
2. Task Order Project Officer (TOPO)

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 TASK ORDERS

(a) The contractor shall perform work under this contract as specified in written task orders issued by the Contracting Officer.

(b) The contractor shall acknowledge receipt of each task order and shall prepare and forward to the Contracting Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified. The Contractor shall begin work immediately upon receipt of a task order.

(c) Within ten (10) calendar days after receipt of a task order, the contractor shall submit one (1) copy of a work plan to the Task Order Project Manager (TOPO), one (1) copy to the Project Officer and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate. Workplans may be transmitted in electronic format to the Project Officer and Task Order Project Officer(s) only.

(d) Within fourteen (14) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the contractor.

(e) If the contractor has not received approval on a work plan within fourteen (14) calendar days after its submission, the contractor shall stop work on that task order. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the contractor shall resume work only when the Contracting Officer finally approves the work plan.

(f) A Task Order shall not allow for any change to the terms or conditions of the contract. Where any language in the Task Order suggests a change to the terms or conditions, the contractor shall immediately notify the Contracting Officer.

(g) The contractor shall provide a detailed rationale for any Other Direct Cost (ODC) expenditure in its work plan.

G.3 TASK ORDER CONFLICTS OF INTEREST CERTIFICATION

The contractor shall provide the Contracting Officer with a Conflict of Interest (COI) certification with its Work plan. Before submitting the COI certification, the contractor shall search its records accumulated, at a minimum, over the past three years (i.e. 36 months) immediately prior to the receipt of the task order. "Contractor" is defined for the purpose of this clause as the prime and any team member or subcontractors performing work under the Task Order in question. In the Task Order certification, the contractor must certify to the best of the contractor's knowledge and belief, that all actual and potential organization COI have been reported to the Contracting Officer or that, to the best of the contractor's knowledge and belief, no actual or potential organizational COI exist. In addition, the contractor must certify that its personnel who perform work under the Task Order or work relating to the Task Order have been informed of their obligation to report personal and organizational conflicts of interest to the contractor. The certification shall also include a statement that the contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of the Task Order. The contractor shall also require each team member or subcontractor proposed to perform work under the Task Order or relating to the Task Order to submit a separate COI certification to the contractor to be made available to the Contracting Officer immediately upon request.

G.4 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged

Business Utilization (1230C)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

**G.5 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996)
 DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block ____ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges

applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.6 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other

direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.7 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i)

to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.8 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Text containing confidential business information has been removed from this section.

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Text containing confidential business information has been removed from this section.

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.9 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

1. Project Officer(s) for this contract:

Project Officer:

Ms. Deborah Dalton (2388A)
 Conflict Prevention and Resolution Center (2388A)
 Office of General Counsel
 Telephone: (202) 564-2913
 Fax: (202) 501-1715

2. Contract Specialist(s) responsible for administering this contract:

Ms. Beverly Hemsley (3803R)
 National Procurement Service Center2
 Headquarters Procurement Operations Division
 Telephone: (202) 564-4727
 Fax: (202) 565-2559

3. Administrative Contracting Officer:

Jennifer T. Johnson (3803R)
 National Procurement Service Center2
 Headquarters Procurement Operations Division
 Telephone: (202) 564-4733
 Fax: (202) 565-2559

G.10 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his/her decision.

Consent is given to issue the following subcontracts:

	Subcontract
<u>Subcontractor(s)*</u>	<u>Type</u> <u>Amount**</u>

Text containing confidential business information has been removed from this section.

*Conditionally consent to team subcontractors to be inserted by the Government at time of contract award. Full consent will be granted after review and approval of the actual subcontract document by the Administrative Contracting Officer (ACO), and verification that the consent to subcontract is not prohibited by the subcontractor's inclusion on the Excluded Parties Listing System (<http://epls.arnet.gov/>). Other requirements of the "Subcontracts" clause regarding consent to the above listed subcontracts have been met via the pre-award evaluation process.

**The above listed firms are considered to be team subcontractors; the fixed rates contained in the clause in Section

B entitled, "FIXED RATES FOR SERVICES -TIME AND MATERIALS OR LABOR HOUR CONTRACT", include team subcontractor effort.

G.11 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Attachment #9.

G.12 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

NONE

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at

the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of

September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found

in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **“Note to PLCO: Reimbursement to the EPA Superfund is required.”** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LOCAL OFFICE

The contractor shall maintain a local office within the Washington, D.C. metropolitan area. This office shall be staffed during normal working hours by the contractor's Program Manager(s) and contract administration staff in order to facilitate meetings and conferences between EPA and the contractor.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow "incidental" duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994) ALTERNATE I (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting

Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, shall not represent or act on behalf of any entity or provide services of any nature pertaining to a site, facility, or other specific matter on which the contractor performed work under this contract, unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 2 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may

exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

The Option Period 1 and 2 will be modified as follows:

<u>Period</u>	<u>Maximum Amount</u>
Option Period I	\$ <u>Text containing confidential business information has been removed from this section.</u>
Option Period II	<u>\$Text containing confidential business information has been removed from this section.</u>

(c) The "Effective Period of the Contract" clause will be modified as follows:

<u>Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	02/05/06	02/04/08
Option Period II	02/05/08	02/04/09

(d) The Other Direct Cost amounts will be modified as follows:

<u>Period</u>	<u>Amount</u>
Option Period I	<u>\$Text containing confidential business information has been removed from this section.</u>
Option Period II	<u>\$Text containing confidential business information has been removed from this section.</u>

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government

contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized

by the Contracting Officer.

**H.10 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)
(APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled

"Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.11 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.12 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.13 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.14 DATA SECURITY FOR FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-140) (AUG 1993)

The Contractor shall handle Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may

subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority". The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

H.15 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

- (1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.
- (2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.16 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Text containing confidential business information has been removed from this section.

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.18 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.19 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

“To be determined”.

H.20 CONFIDENTIALITY OF INFORMATION SUBMITTED TO A NEUTRAL

Dispute resolution communication provided in confidence to a neutral shall not be disclosed to any party or considered data subject to Government ownership (specifically, mediators notes, recollections, or documents given to mediators in confidence by any party), unless such disclosure is provided for in the Administrative Dispute Resolution Act (Public Law No. 101-552). See below:

- 1). All parties to the dispute resolution proceeding and the neutral consent in writing and, if the dispute resolution communication was provided by a non-party participant, that participant also consent in writing;
- 2). The dispute resolution communication has already been made public;
- 3). The dispute resolution communication is required by statute to be made public, but a neutral should make such communication public only if no other person is reasonably available to disclose the communication; or
- 4). A court determines that such testimony or disclosure is necessary to a) prevent a manifest injustice; b) help establish a violation of law, or c) prevent harm to the public health or safety of sufficient magnitude in the particular case to outweigh the integrity of dispute resolution proceeding, i.e., information submitted in confidence should normally not be disclosed.

H.21 IDENTIFICATION OF CONTRACTOR EMPLOYEES

All contractor, subcontractor, and consultant personnel are required to wear prominently displayed identification badges at all time when attending meetings, symposiums, and conferences with the general public under a Task Order. The badge shall contain the individual's name, company affiliation and logo. When participating in such meetings (e.g., as a speaker, panel member, instructor), those individuals in the contractor's employment must supplement physical identification (e.g., badges, place markers) with verbal announcement so that it is clear to the assembled group that they are employees of the contractor, not Agency staff members. In addition, whenever the contractor is communicating on behalf of the Agency, either in writing, electronically, telephonically, or any other means, it should clearly identify itself as a contractor working on behalf of the EPA.

H.22 GOVERNMENT CONTRACTOR RELATIONS

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's employees. It is therefore in the best interest of the Government to afford both parties a full and complete understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or personnel of other contractors, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgement and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements which are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

H.23 APPROVAL OF TRAINING

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement Of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

- a. Individual to be trained (Identify position and job duties under contract.)
 - b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)
 - c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)
3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.24 GOVERNMENT HOLIDAYS

The following holidays are observed by the Government and the normal operation of the Government facilities will be closed on these days:

New Year's Day
 Martin Luther King's Birthday
 Presidents' Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Day

H.25 EPA SPONSORED MEETING, WORKSHOPS, AND CONFERENCES

If this contract requires contractor support for any EPA-sponsored meetings, workshops, conferences, etc., the following shall apply.

EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency. The EPA Project Officer or Task Order Project Officer (TOPO) will determine and advise the contractor when Federal facilities are not available.

Except for contractors, experts, consultants, or subcontractors or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be allowable costs under this contract. All such required personnel for which costs are being claimed must be approved by the Contracting Officer. The cost of beverages, food, refreshments, etc., consumed by participants or attendees at workshops, meetings, or conferences shall not be an allowable charge under this contract (i.e., refreshments versus per diem or subsistence costs).

Any registration fees must be approved by the Contracting Officer. If approved, fees collected must be accounted for and turned over to the EPA Finance Office. They may not be used to offset any of the cost for performing the contract.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION

PROGRAM -- DISADVANTAGED STATUS AND REPORTING

52.222-3 AUG 1996 CONVICT LABOR

52.222-26 APR 2002 EQUAL OPPORTUNITY

52.222-35 DEC 2001 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

52.222-36 JUN 1998 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.222-37 DEC 2001 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS

52.223-6 MAY 2001 DRUG-FREE WORKPLACE

52.225-13 JUL 2000 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.227-1 JUL 1995 AUTHORIZATION AND CONSENT

52.227-2 AUG 1996 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL

52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)

52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)

52.227-14 JUN 1987 RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)

52.227-16 JUN 1987 ADDITIONAL DATA REQUIREMENTS

52.230-3 APR 1998 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES

52.230-6 NOV 1999 ADMINISTRATION OF COST ACCOUNTING STANDARDS

52.232-8 FEB 2002 DISCOUNTS FOR PROMPT PAYMENT

52.232-17 JUN 1996 INTEREST

52.232-23 JAN 1986 ASSIGNMENT OF CLAIMS

52.232-25 FEB 2002 PROMPT PAYMENT

52.232-34 MAY 1999 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION

52.233-1 JUL 2002 DISPUTES ALTERNATE I (DEC 1991)

52.233-3 AUG 1996 PROTEST AFTER AWARD

52.237-3 JAN 1991 CONTINUITY OF SERVICES

52.242-13 JUL 1995 BANKRUPTCY

52.243-3 SEP 2000 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS

52.244-2 AUG 1998 SUBCONTRACTS ALTERNATE I (AUG 1998)

52.246-25 FEB 1997 LIMITATION OF LIABILITY--SERVICES

52.249-6 SEP 1996 TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)

52.249-14 APR 1984 EXCUSABLE DELAYS

52.253-1 JAN 1991 COMPUTER GENERATED FORMS

I.2 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from February 19, 2004 through February 18, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$0;

(2) Any order for a combination of items in excess of \$0;

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates

only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after up to six (6) months beyond the expiration date of the contract.

I.5 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond (to be determined during Option Period I & II, if exercised). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond (to be determined during Option Period I and II, if exercised), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.7 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting

Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or

possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	GENERAL INFORMATION - OVERVIEW
2	SAMPLE TECHNICAL DIRECTIVE DOCUMENT
3	SAMPLE OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR
4	INVOICE PREPARATION INSTRUCTIONS
5	LIST OF DATA TO BE PROVIDED

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Reference Statement

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP PR-HQ-03-10806 are incorporated into this contract by reference.

ATTACHMENT 1

GENERAL INFORMATION - OVERVIEW

GENERAL INFORMATION - OVERVIEW

I. OBJECTIVE AND PROJECT DESCRIPTION

The objective of this contract is to obtain contractor support to implement of EPA's Alternative Dispute Resolution (ADR) Policy (65 FR 81858), December 2000, which was established under the Administrative Dispute Resolution Act of 1996 and to implement EPA's Public Involvement Policy (65 FR 82335). Under EPA's ADR Policy, the Agency encourages the use of ADR techniques to prevent and resolve disputes with external parties in many contexts, including adjudications, rulemaking, policy development, administrative and civil judicial enforcement actions, permit issuance, protests of contract awards, administration of contracts and grants, stakeholder involvement, negotiations, and litigation. In addition, the policy encourages the use of ADR techniques to prevent and resolve internal disputes such as workplace grievances and equal opportunity employment complaints, and to improve labor-management partnerships. EPA's Public Involvement Policy encourages Agency management and staff to provide for meaningful public involvement in EPA decision-making and offers guidance and direction on how to accomplish this mission.

This contract will provide a variety of services to support public involvement, conflict prevention and resolution activities at EPA, including but not limited to: conflict/situation assessments, process design, conduct of appropriate public involvement, conflict prevention and resolution processes, evaluation, training, and research and/or writing of case studies and program resource materials in addition to other services necessary to support these activities.

The contractor shall have an office within the DC metropolitan area for purposes of meeting with the Project Officer and Contracting Officer. The Senior Contract Administrator(s)/Program Manager(s) shall be located in this office.

The contractor's project management and financial staff shall work hours compatible with normal work hours in the Eastern Time Zone (9 - 5 if located in the EST, 8 - 4 CST) so that contact with the Project Officer and Contracting Officer is facilitated.

Additional information regarding EPA's public involvement and alternative dispute resolution programs is available at: <www.epa.gov/publicinvolvement> and <www.epa.gov/adr>

II. **BACKGROUND DESCRIPTION OF EPA'S ALTERNATIVE DISPUTE RESOLUTION (ADR) PROGRAMS**

A. ORGANIZATION OF EPA'S ADR PROGRAMS

EPA's Conflict Prevention and Resolution Center (CPRC) in Office of General Counsel's (OGC) Alternative Dispute Resolution Law Office (ADRLO) provides ADR services to the entire Agency. The Agency's Dispute Resolution Specialist, designated under the Administrative Dispute Resolution Act of 1996, is the Associate General Counsel for ADRLO and is head of the CPRC. Because the Dispute Resolution Specialist's responsibilities include development and implementation of all Agency ADR policy, Headquarters Offices and Regions are expected to coordinate with the CPRC from the earliest stages in developing any program-specific ADR guidance and in addressing issues during ADR policy implementation.

The CPRC also administers Agency-wide ADR programs, coordinates case management and evaluation, and provides support to program-specific ADR activities. Building on existing ADR efforts at EPA, the CPRC assists other Agency offices in developing effective ways to anticipate, prevent, and resolve disputes, and makes neutral third parties more readily available for those purposes. The CPRC also provides specific support to implementation of EPA's Public Involvement Policy through consultation in design of public involvement programs and activities and participation on Agency implementation, training and evaluation workgroups. A key component of the CPRC's ADR and public involvement services is management of contract support. CPRC provides staff time to manage the dispute resolution services contract and provides minimal funding for contract oversight in addition to several dispute resolution projects that run on the contract. All other Task Orders on the dispute resolution services contract are funded by the program office or regional office which is the sponsor of the project.

EPA's Workplace Solutions Program in the Office of Administration and Resources Management oversees the design and administration of workplace dispute prevention and conflict resolution programs including workplace grievances and Equal Employment Opportunity complaints. The ADRLO provides legal support to the Workplace Solutions Program and the CPRC provides access to contract and evaluation services.

Other EPA offices, including the Office of Enforcement and Compliance Assurance and the Office of Administrative Law Judges, are using ADR to resolve conflicts between the Agency and

regulated entities. EPA media program offices and the Office of Policy, Economics and Innovation and Office of Cooperative Environmental Management, in partnership with many EPA program offices, use public involvement and ADR processes to provide opportunities for stakeholders to contribute to the design and implementation of Agency actions that affect them.

EPA Regions have ADR and public involvement programs that meet their particular needs. For example, in some cases, EPA Regions have identified staff experts to coordinate workplace, enforcement, and other ADR activities. EPA Regions have also used internal and external neutral third parties to foster stakeholder involvement, resolve workplace disputes, help in organizational problem-solving, and mediate enforcement cases. The CPRC continues to provide support to existing Regional ADR and public involvement programs and assists in developing new ADR and public involvement efforts.

B. EPA'S CONFLICT PREVENTION AND RESOLUTION ACTIVITIES

The responsibilities in public involvement and dispute prevention and resolution programs can be divided into the following major categories which may require contract support:

1. Design and Conduct of Agreement Seeking Processes;
2. Design and Conduct of Consultation and Information Exchange Processes;
3. Design and Conduct of Workplace Dispute Prevention and Resolution Processes;
4. Strategic Planning and Organizational Development Support;
5. Training Support;
6. ADR and Public Involvement Program Development and Support; and
7. Arbitration.

Agreement-Seeking and Information Exchange Processes can be further divided into cases or projects that involve national or regional regulation, policy or programs and those involve specific sites, geographic areas or facilities. These processes will require third party neutrals with different mixes of skills, knowledge, experience and abilities.

B.1. Design and Conduct of Agreement-Seeking Processes

Agreement-seeking processes typically involve more than one meeting between the parties. Some agreement-seeking processes may last months or years, some may last only a day or two, depending on the scale of the discussion or dispute. Many agreement-seeking processes benefit from the skills and resources of a neutral third party or team of neutrals. Some of the skills expected of a conflict resolution professional in these activities are the ability to: analyze the sources of conflict,

construct a negotiated agenda, design an effective format, assist the parties in overcoming impasses, assist the parties in seeking out and constructing agreements, diffuse or manage controversy, manage logistics and accurately summarize information.

B.2. Agreement-Seeking Processes - National Policy and Regulatory Issues

Public involvement in development of regulations and policies typically occurs through informal notice and comment, as specified in the Administrative Procedure Act. This tends to be an contentious process. An agency develops facts and policy, solicits comments from interested parties, and proposes a rule. The agency then analyzes the comments and issues a final rule. When this system fails to accommodate competing interests, the result can be some form of conflict or difficulties in compliance. ADR in the form of negotiated rulemaking and policy dialogues has been successfully applied to these regulatory and policy disputes.

EPA has conducted twenty regulatory negotiations and more than twenty-five national policy dialogues. These processes are generally conducted using a Federal Advisory Committee and are chaired by a facilitator/mediator or team of facilitators. Goals of these processes include reaching agreement on regulatory language, making recommendations on policy or program direction, reaching a joint understanding of existing data and data gaps, or conducting an examination of the practical effects of certain policies or regulations. Typically the processes involve 15 - 30 representatives of affected interest groups and last between 6 and 30 months. In addition to the necessary facilitative or mediative skills it is usually necessary for the facilitation team to provide logistical and technical support to the negotiation committee by arranging meeting or teleconferencing facilities, taking and distributing meeting summaries, and assisting with drafting of single text documents. Most of these processes are conducted in the Washington, D.C. area; however, the facilitators/mediators who chair the processes are not necessarily that area. National regulatory, policy or program dialogues typically account for about 15% of the labor hours on the contract.

B.3 Agreement-Seeking Processes - Site, Facility or Geographic Area Negotiations

EPA also conducts agreement seeking conflict prevention and resolution processes at the site, facility or geographic area level. Examples of these cases include, but are not limited to, settlement of enforcement actions brought under any of EPA's regulatory programs (water, air, solid waste, hazardous waste, toxics, pesticides), finalization of facility pollution permits or permit modifications, negotiations for area specific water quality standards, Superfund community advisory committees, Brownfields or Superfund site reuse planning or visioning processes, National Estuary Program committees, etc. Outcomes of these processes are documents upon which all involved parties have agreed such as settlement agreements, permits, consent orders, consent decrees, water quality standards, total maximum daily load (TMDL) decisions, site or area plans, etc.

Examples of processes include facilitation, mediation, early neutral evaluation, mini-trials and fact finding. These generally involve more than one meeting between the parties with the services of the conflict resolution professional used to overcome impasses or communications difficulties. The conflict resolution professional may also provide significant logistical, technical or communications assistance to the parties. Sometimes it is advantageous, from either a cost or a cultural point of view, if the conflict resolution professional is located in the same or a nearby geographic area. Over the last 12 years EPA has used ADR in more than 100 agreement-based site or facility specific negotiations. Site, facility or geographic area negotiations designed to reach agreement typically account for about 25% of the labor hours on the contract.

B.4. Design and Conduct of Consultation and Information Exchange Processes

Much of EPA's public involvement and conflict prevention activity involves processes designed to exchange and discuss scientific, technical, legal and policy information in ways designed to provide all parties the chance to have their views heard and to build understanding and improve relationships. These processes are not designed to reach agreement or to make recommendations. This facet of dispute prevention and public involvement has increased dramatically over the last 16 years and the Conflict Prevention and Resolution Center now consults regularly with every program office at EPA regarding application of facilitation to these information exchange and consultation processes. These processes encompass less formal, less intensive, usually shorter-term models for discussion and input into decision-making than the Advisory Committees of negotiated rule making and policy dialogues, and include such activities as facilitated public meetings, workshops, forums and roundtables.

Some of the skills expected of a conflict resolution professional in these activities are the ability to: construct a negotiated agenda, design an effective meeting format, manage the meeting so that the goals of the meeting are achieved in the time available, manage communications, manage and summarize technical and scientific data, manage logistics, diffuse or manage controversy, and accurately summarize information.

B.5. Consultation and Information Exchange Processes - National Policy and Regulatory Issues

EPA's Public Involvement Policy encourages early involvement of the affected public in EPA's regulation development process. Some of this public involvement occurs as public meetings, forums, listening sessions etc. facilitated by neutral third parties. These activities may consist of a single meeting or a series of related meetings. They may involve a small group specially selected for particular expertise or may involve a large, very diverse group. The purpose may vary from a chance to air differences, to information and data exchange, to generation of alternatives and options, to examination of technical or scientific data. Occasionally a facilitator may be requested for a single meeting or group

of meetings of a standing Federal Advisory Committee. These processes are not designed to generate an agreement; however, the facilitator needs to have the skills to reach out to as many affected interests as possible and to accurately summarize the variety of viewpoints presented in a way that assists EPA in understanding the full range of opinions and data. These processes account for approximately 20% of the labor hours on the contract.

B.6. Consultation and Information Exchange Processes - Site, Facility or Geographic Area Negotiations

EPA's Public Involvement Policy encourages early involvement of the affected public in decision-making that will affect them such as the cleanup of contaminated sites, issuances of permits, determinations of water body uses etc. EPA's ADR policy favors the use of ADR processes to prevent disputes and improve relationships with the public in dealing with potential conflicts. EPA's ten regional offices and area specific offices such as the Great Lakes Program, the Gulf of Mexico Program and the Chesapeake Bay Program all work with the local citizens, businesses, and governments in preventing or cleaning up pollution. Three of the most prominent programs are the Superfund cleanup and reuse programs, the Brownfields program and the National Estuaries Program. All of these programs have extensive public involvement activities and many of these activities require the use of skilled facilitators or mediators as well as support services to provide quality outreach products and technical assistance.

Most of these activities do not involve negotiating agreements between EPA and the affected public. Many of these processes are short-term activities such as public meetings, open houses and other public involvement processes designed to bring EPA management and staff into discussions with local citizens. Some of these processes do require ongoing facilitation support of groups such as Citizen Advisory Committees or National Estuary Committees. While these groups may meet multiple times over a period of months or years, the end result is usually ongoing communication and dialogue and advice or recommendations rather than an agreement. Common to all of the short-term processes is a collaborative approach that seeks to foster an early exchange of information among affected interests so as to lead to greater communication and collaboration.

In many cases its useful for the facilitator to be located in the same or a nearby geographic area - both to reduce costs and commuting time and to better understand the local situation and culture. These processes account for approximately 25% of the labor hours on the contract.

B.7. Design and Conduct of Workplace Conflict Dispute Prevention and Resolution Processes

EPA's Workplace Solutions Program is located in the Office of Administration and Resources

Management. This program deals with employee grievances and Equal Employment Opportunity complaints as well as other workplace issues that may be amenable to facilitation or mediation. The Program primarily uses EPA staff trained in workplace mediation and the Interagency Shared Neutrals Program sponsored by the Department of Health and Human Services to mediate cases brought to it. However, parties to a mediation may opt to use outside professional mediators. Those mediators may be retained through this contract or through small purchase orders. While only 5 workplace disputes were handled under the existing EPA contract, the new contract needs to be able to access skilled and capable mediators or other neutrals for workplace disputes.

B.8. Strategic Planning and Organizational Development Support

Occasionally an EPA office needs support in facilitating internal conflicts or potential conflicts at the organizational level or assistance in strategic planning within a program. The existing contract has provided support to a number of program offices with these needs; however, it is not the primary purpose of the contract since there are a number of sources at EPA to provide this type of organizational development or strategic planning support in addition to this contract. Access to skilled organizational development and strategic planning facilitators needs to be planned for, but will not be a major service.

B.9. Training Support

The Conflict Prevention and Resolution Center and other EPA program offices also encourage and sponsor training in public involvement, negotiation, mediation and other dispute resolution and consultative processes for Agency management and staff both at Headquarters and in the Regional and field offices, for our co-regulators at the State and Tribal levels and for participants in ADR processes. Past training courses have included collaborative decision-making for EPA workgroup chairs, ADR orientation for Headquarters and Regional enforcement personnel, meeting facilitation and mediation skills training, community involvement training, dealing with difficult people, cultural awareness training, general and advanced negotiation and stakeholder involvement training. Training design has usually been face-to-face seminars or workshops; however, the Agency is interested in exploring other innovative ways of transmitting information such as computer-based training, video training, video-conference training. It is increasingly important that training be designed so that it can be replicated for both budget and program consistency reasons. Training tasks account for approximately 10% of the labor hours on the contract.

B.10. ADR and Public Involvement Program Development and Support

In addition, the Conflict Prevention and Resolution Center sponsors investigations, analysis, evaluation and research into the feasibility, effectiveness, costs and benefits of using specific dispute resolution, public involvement or consultative processes to solve particular environmental regulatory, policy or enforcement matters. Past research has included a pilot program for use of mediation in Superfund cost allocation cases, detailed case studies of the use of mediation in other EPA cases, a survey of the use of consensus-based processes throughout the Agency, development of an evaluation protocol for stakeholder involvement processes, evaluation of EPA's workplace mediation program and a study of public interest group attitudes and needs regarding regulatory negotiation. The Conflict Prevention and Resolution Center has also used contractor assistance to research and draft program resource materials and handbooks in ADR and stakeholder involvement processes.

Full application of ADR processes to other program areas (such as environmental permits, water quality standards, facility siting, environmental impact assessments, contracts, grants and other assistance mechanisms) is likely to involve dispute systems design, research into previous examples of ADR use in each area, initial pilot program and evaluation. The conduct and evaluation of pilot programs, development of program resource materials and implementation of some or all recommendations based on the pilots are likely to be the subject of one or more Task Orders on this contract.

The Conflict Prevention and Resolution Center is responsible for coordinating, tracking and reporting on the use of ADR in EPA disputes. CPRC has designed a number of systems to gather and track information on the use of ADR so that the Administrator of the EPA can inform the Administration and Congress of our programs. EPA has used contract support for design, modification, coordination and implementation of ADR tracking systems and for data entry and reporting.

B.11. Arbitration

The Administrative Dispute Resolution Act of 1996 provides for both non-binding and binding arbitration of disputes between the Federal government and other parties. Procedures to be followed by the government are stated in some detail in that Act and provide the basis for agency arbitration policies. However, EPA may not use binding arbitration or enter into agreements to do so unless and until it publishes a final policy on binding arbitration.

On May 30, 1989, EPA promulgated rules under the Superfund Amendments and Reauthorization Act that provide procedures for binding arbitration of disputes arising from EPA's Superfund cost recovery program. Cases to be arbitrated under this program must meet strict procedural and substantive requirements, must be for amounts under \$500,000 and must not have been referred to the Department of Justice.

EPA has not conducted any arbitrations under contract; however, if a policy is approved there may be a need for access to arbitration services.

B.12. Just-In-Time or Quick Response Tasks

Many times disputes come to a head or erupt with little lead time to get a dispute resolution professional in place for a conflict assessment or facilitation. Over the years EPA has developed a multi-project task order which can provide “just-in-time” or “quick response” services in these situations. The task order is issued for a specified set of conflict assessment and facilitation or mediation tasks (the same ones outlined in the Statement of Work for facilitation or mediation of cases) for a set number of potential cases or projects. However, the case(s) for which these tasks will be performed are not named in the task order. When the need arises for a quick response, the Task Order Project Officer will issue a Technical Directive which provides the name of the case, the location where the services under the task order will be performed, a list of exactly which services in the task order will be necessary, and a description of the qualifications of an appropriate dispute resolution professional. The Technical Directive specifies a ceiling cost for the project in dollars and estimates the number of labor hours and other direct costs.

These Just-In-Time Task Orders are complicated to administer from a documentation point of view - each project assigned by Technical Directive must be tracked against its specified ceiling and the TOPO notified when the amount of work specified may exceed the available ceiling. Monthly status reports must summarize work and upcoming needs for each project. Case reports or summaries must be produced for each project and the final report for the task order must include a discussion of all the cases and conclusions drawn across cases.

B.13 Technical and Logistical Support

Proper handling of complex environmental dispute resolution and consultative processes involves a myriad of support tasks in order to be successful. Sometimes an EPA program office can provide logistical support (such as meeting facilities, registration, communications) through their technical mission contracts. More often it is more convenient and efficient to have the logistical support coordinated closely with the dispute prevention and resolution services. This contract has historically provided access to administrative staff and logistics firms who can arrange for meeting facilities, equipment and supplies; and who can also provide assistance in communications with parties and the general public through arranging teleconferences, internet list serves, on-line dialogues, web pages. Communications are also enhanced when materials provided to the parties and the public are well written and well designed, so including this as an ancillary service provides value to the government.

Many disputes involve disagreements about factual matters - scientific, technical, economic. It

has proved efficient and necessary for the dispute resolution professional to be able to work with technical experts in researching information and data, presenting this information to the parties, answering questions about the information, reporting results. This contract has historically allowed EPA to retain technical and scientific experts to advise parties in a dispute in cooperation with the dispute resolution professional.

ATTACHMENT 2

SAMPLE TECHNICAL DIRECTIVE DOCUMENT

TASK ORDER NO. _____

TECHNICAL DIRECTIVE DOCUMENT
for Dispute Prevention and Resolution Support

To: Senior Dispute Resolution Professional and Task Manager
From: Task Order Project Officer
RE: Authorization to Access Dispute Prevention and Resolution Just-in-Time Services
 Support Under Contract No. _____ Task Order No. _____

In accordance with Section C._ of the above-referenced Task Order and Section __, Task _____ of the contractor's workplan (dated _____), the contractor is authorized to initiate ADR-related activities with respect to the project known as _____, and described below. The contractor is authorized to incur costs up to _____ (including travel) on these activities, and to be reimbursed for direct expenses. The contractor is not authorized to exceed \$_____ without prior written authorization from the Task Order Project Officer (TOPO). The nature of this project is (insert brief description of need or activity):

I anticipate that I will need the following types of support in connection with this project from (contractor to be identified) between the period (dates) .

- _____ Conflict and/or situation analysis;
- _____ Development of written process recommendations;
- _____ Convening appropriate parties;
- _____ Design of appropriate processes and interventions (including agendas);
- _____ Facilitation or mediation of sessions or meetings;
- _____ Synthesis of issues and summaries;
- _____ Logistics related to ADR processes (including securing meeting rooms, audiovisual equipment, distributing invitations to participants, and provision of other services necessary to accomplish the agenda);
- _____ Contact with parties before and after meetings regarding issues under discussion;
- _____ Coaching parties in conflict management, dispute resolution or consensus building skills and/or;
- _____ Other (please specify below)

Signature: Task Order Project Officer (TOPO)

Date

cc: EPA Contracting Officer (3803R), EPA Project Officer (2388A)

ATTACHMENT 3

SAMPLE OFFICIAL TRAVEL OF GOVERNMENT CONTRACTORS LETTER

Date

TO: Contract Service Provider

SUBJECT: Official Travel of Government Contractor

(Traveler's Name), the bearer of this letter, is an employee of (Contractor's Company Name), which has a contract with this Agency under Government contract number

_____. During the period of the contract, (contract period), the employee is eligible and authorized to use available discount rates in accordance with your contract and/or agreement with the General Services Administration.

I realize that Government contract rates are available to Government contractors only at your option, but hope that you will be willing to offer these rates to the above non-mandatory user. I understand that unless you allow this, the employee is not eligible and not authorized to use available Government discount rates.

Thank you for your consideration of this matter.

Sincerely yours,

Contracting Officer

ATTACHMENT 4

INVOICE PREPARATION INSTRUCTIONS

Revised 07/16/03

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.

- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ___ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS**SF 1035**

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate

agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.

(9)

The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE:

A m o u n t s
c l a i m e d o n
v o u c h e r s m u s t
b e b a s e d o n
r e c o r d s
m a i n t a i n e d b y
t h e c o n t r a c t o r t o
s h o w b y m a j o r
c o s t e l e m e n t t h e
a m o u n t s c l a i m e d
f o r
r e i m b u r s e m e n t
f o r e a c h
a p p l i c a b l e
c o n t r a c t . T h e
r e c o r d s m u s t b e
m a i n t a i n e d
b a s e d o n t h e
c o n t r a c t o r ' s
f i s c a l y e a r a n d
s h o u l d i n c l u d e
r e c o n c i l i a t i o n s o f
a n y d i f f e r e n c e s
b e t w e e n t h e
c o s t s i n c u r r e d
p e r b o o k s a n d
a m o u n t s c l a i m e d
f o r
r e i m b u r s e m e n t .
A m e m o r a n d u m
r e c o r d
r e c o n c i l i n g t h e
t o t a l i n d i r e c t
c o s t (s) c l a i m e d
s h o u l d a l s o b e
m a i n t a i n e d .

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and the total dollars billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contractor Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each

adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the

contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.

(13)

Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 5

LIST OF DATA TO BE PROVIDED

The following data will be provided to the contractor at the time of contract award:

1. Data elements included in Conflict Prevention and Resolution Center (CPRC) case tracking database and instructions on how to submit data.
2. CPRC Case Summary Form or outline
3. CPRC Training Summary Form or outline